

Terms and Conditions for supply and purchase

1. Definitions and interpretation

In these Conditions the definitions and rules of interpretation set out in Schedule 1 apply.

2. Application of these Conditions

- 2.1. These Conditions and the Subscribed Service Specific Terms apply to and form part of the Contract between Us and You. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2. Each Order by You to Us shall be an offer to purchase the Deliverables subject to the Contract including these Conditions.
- 2.3. We may accept or reject an Order at our discretion. The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date). The Services will start on their respective go live dates, when handed over or as otherwise agreed between us.
- 2.4. Rejection by Us of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by You.
- 2.5. We may issue proposals to You from time to time. Proposals are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by You. **Any Proposal is only valid for a period of 14 Business Days from its date of issue.**
- 2.6. Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3. Subscribed Service Renewals and Flex Service

- 3.1. On expiry of the Subscribed Service Period indicated in the Proposal, for each Subscribed Service the Subscribed Service Period shall continue and **automatically renew** for a further period of twelve months (First Renewal Date) and thereafter renew for a further period of twelve months on each anniversary of the First Renewal Date (each of the First Renewal Date and each such anniversary being a Renewal Date).
- 3.2. If either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served in accordance with clause 15.1. **If notice is not served within the timeframes set out in clause 13, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 13.**
- 3.3. **If, during the 90-day period preceding the First Renewal Date or any subsequent Renewal Date, additional users are added to the service and the applicable fees are increased, the auto-renewal shall include the additional users, and the renewal fee shall be adjusted to reflect the increased fees.**
- 3.4. **In the event you move from our Subscribed Service to our Flex Service, a 20% uplift will automatically be applied to our prices.** You can only move from our Subscribed Service to our Flex Service at the end of the initial or renewal term.
- 3.5. Under our **Flex Service** we will supply our Services on a rolling 90 day contract, payable by you at our agreed Flex Service prices in accordance with clause 4 below. This means that you are able to increase or decrease quantities at any time by giving 90 day's notice at any time.

4. Charges and Payment

4.1. The price for Goods shall be the price set out in the Order. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by You when You pay for the Goods.

4.2. The price for Services shall be as set out in the Order.

4.3. We may:

4.3.1. **increase the Prices with immediate effect by written notice to You where there is an increase in the direct cost to Us of supplying the relevant Deliverables and which is due to any factor beyond the control of Us, including but without limitation to:**

- (a) foreign exchange fluctuations, increases in third-party Subscribed Service increases in taxes and duties, and increases in labour, materials, and other manufacturing costs;
- (b) any request by You to change the delivery date(s), quantities or types of Goods and Services ordered, or the Goods Specification; or
- (c) any delay caused by any instructions of You in respect of the Goods and Services or failure of You to give Us adequate or accurate information or instructions in respect of the Goods or Services.

Notwithstanding this clause 4.3.1, We shall use our reasonable endeavours to notify You of any price increases as soon as reasonably practical and this covers third party costs charged to us, and included in our Services, over which we have no control;

4.3.2. **charge You additionally to the rate in the Order for:**

- (a) **each part day or for any time worked by individuals whom it engages on the Services outside the hours of 8:30 am to 5:30 pm on Business Days; and**
- (b) **Order for any Services which are required to perform the Services, but which are in addition to that initially anticipated at the date of the Order.**

4.3.3. **charge You for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses, and for the cost of services provided by third parties.**

4.4. **We shall invoice You for our Subscribed Service on a monthly basis, typically on the 1st day of the month for services. We ask for payment of these invoices by 20th of the month in which the invoice is dated, if any payment is not met, your Services may be suspended as a result.**

4.5. **We shall invoice You for our Flex Service on a pro-rated basis, billed monthly. Time for payment shall be of the essence.**

4.6. **Any ad-hoc orders require payment of 50% of the charges upon order including VAT and other additions. The balance of the charges is due on delivery, unless at our sole discretion we decide otherwise and communicate this to you in writing.**

4.7. **Unless otherwise stated, payment is due on the 20th of the month in which the invoice is dated.**

4.8. **We may require you to pay by Direct Debit. If applicable, when we send an invoice to you, we will request your permission for us to take payment via Direct Debit. Payment will be taken on the 20th day of each month. In the event the 20th day falls on a Saturday, payment shall be debited on the 19th day of the month. If the 20th day falls on a Sunday, payment shall be debited on the 21st day of the month. We reserve the right to (i) stop**

supplying your Services if you do not agree to this or if you do but then subsequently withdraw or (ii) charge any DD cancellation fee (currently £10 plus VAT) or other fees we incur as a result.

4.9. Interest will be charged on any sums not paid when due, on a daily basis at 8% above the Bank of England base rate (statutory interest) from the date the sums become overdue.

4.10. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to it by You against any amount payable by Us to You.

4.11. We do not accept payment by Cheque or cash, unless agreed in advance in writing.

5. Delivery and performance

5.1. The Goods shall be delivered by Us, or our nominated carrier, to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after We notify You that the Goods are ready.

5.2. The **Goods shall be deemed delivered on arrival** of the Goods at the Location by Us or our nominated carrier (as the case may be).

5.3. The Services shall be performed by Us at the Location specified in the Order in accordance with the terms of the Contract.

5.4. **Time shall not be of the essence** for the supply of the Deliverables. **We shall use our reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are estimates only.**

5.5. **We may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle You to cancel any other instalment.**

5.6. Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:

5.6.1. the date of the Order;

5.6.2. the relevant Customer and Supplier details;

5.6.3. if Goods, the product numbers and type and quantity of Goods in the consignment;

5.6.4. if Services, the category, type, and quantity of Services performed;

5.6.5. any special instructions, handling, and other requests; and

5.6.6. in the case of Goods, whether any packaging material is to be returned, in which case You shall, after the Goods are unpacked, make them available for collection by Us at our expense.

5.7. We shall not be liable for any delay in, or failure of performance caused by:

5.7.1. Your failure to make the Location available;

5.7.2. Your failure to prepare the Location in accordance with Our instructions or as required for the Deliverables;

5.7.3. Your failure to provide Us with adequate instructions for performance or delivery or otherwise relating to the Deliverables; or

5.7.4. Force Majeure.

5.8. **If You fail to accept delivery of the Goods We shall store and insure the Goods pending delivery, and You shall pay all costs and expenses incurred by Us in doing so.**

5.9. **You shall remain liable for the total fee for the Goods, regardless of whether You take delivery or collect them.**

- 5.10. **We shall not resell or otherwise dispose of the Goods, and You shall be responsible for any additional costs incurred due to Your failure to take delivery or collect the Goods.**
- 5.11. **You shall not be entitled to reject the Goods if We deliver up to and including 50 per cent less than the quantity of Goods ordered,** but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from You that the wrong quantity of Goods was delivered.

6. Risk and Title

- 6.1. **Risk in the Goods shall pass to You on delivery** unless specifically engage your own carrier, in which case the risk in the Goods passes to You at the point the Goods are accepted by the carrier.
- 6.2. Title to the Goods shall pass to You once We have received payment in full and cleared funds for the Goods.
- 6.3. **If, at any time before title to the Goods has passed to You, You inform Us, or We reasonably believe, that You have or are likely to become subject to any of the events specified in clauses 13.3, We may:**
- 6.3.1. **require You at Your expense to re-deliver the Goods to Us; and**
- 6.3.2. **if You fail to do so promptly, enter any premises where the Goods are stored and repossess them.**

7. Warranty

- 7.1. We warrant to You that the Services will be provided using reasonable care and skill.
- 7.2. **Your sole and exclusive remedy for a breach of clause 7.1 is at Our discretion to either, remedy or re-perform.**
- 7.3. We shall be given a reasonable opportunity to complete the warranty obligations before you seek any other remedies.
- 7.4. **Except as set out in clause 7.1, We give no warranty and makes no representations in relation to the Deliverables.**
- 7.5. We have no control and/or influence over its suppliers and/or any third parties, without limiting and subject to clause 7.1 – 7.3, We will use its reasonable endeavours to assist You in enforcing any available third-party warranties.

8. Customers Obligations

- 8.1. You shall:
- 8.1.1. ensure that the terms of the Order (including the Proposal) and (if submitted by You) the Goods Specification are complete and accurate;
- 8.1.2. co-operate with Us in all matters relating to the Services;
- 8.1.3. provide Us, our employees, agents, consultants, and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us to provide the Services;
- 8.1.4. provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 8.1.5. prepare Your premises for the supply of the Services;
- 8.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

- 8.1.7. keep and maintain all materials, equipment, documents and other property of Ours (Supplier Materials) at Your premises in safe custody at its own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation.

9. Indemnity and insurance

- 9.1. You shall indemnify, and keep indemnified, Us from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Us as a result of or in connection with Your breach of any of Your obligations under the Contract.
- 9.2. You shall have in place contracts of insurance with reputable insurers to cover your obligations under the Contract. On request, You shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

10. LIMITATION OF LIABILITY

- 10.1. The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2. **Subject to clauses 10.4 and 10.5, Our total liability shall not exceed the sum of the total fees paid by You to Us within the 12 months directly preceding the claim, or £50,000, whichever is the lesser.**
- 10.3. Subject to clauses 10.4 and 10.5, **We shall not be liable for any of the following (whether direct or indirect):**
 - 10.3.1. loss of profit;
 - 10.3.2. loss of revenue;
 - 10.3.3. loss or corruption of data;
 - 10.3.4. loss or corruption of software or systems;
 - 10.3.5. loss or damage to equipment;
 - 10.3.6. loss of use;
 - 10.3.7. loss of production;
 - 10.3.8. loss of contract;
 - 10.3.9. loss of commercial opportunity;
 - 10.3.10. loss of savings, discount or rebate (whether actual or anticipated); or
 - 10.3.11. harm to reputation or loss of goodwill.
- 10.4. **Limitation of Liability for Acts or Omissions of your employees or third parties:**
 - 10.4.1 Notwithstanding any other provision of the Contract, We shall not be liable for any acts or omissions of your employees, agents, or any third parties engaged by You, including but not limited to any actions that compromise the security, integrity, or availability of your systems or data;
 - 10.4.2 You shall be responsible for ensuring that your employees, agents, and any third parties engaged by you comply with all applicable laws, regulations, and Our policies and procedures relating to confidentiality, security, and data protection;
 - 10.4.3 We shall not be liable for any loss, damage, or expense arising directly or indirectly from any act or omission of your employees, agents, or third parties, including but not limited to any unauthorised access, data breaches, or other security incidents; and

- 10.4.4 You agree to indemnify and hold us harmless from and against any and all claims, liabilities, damages, and expenses (including reasonable legal fees) arising out of or in connection with any act or omission of your employees, agents, or third parties.
- 10.5. Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 10.5.1. death or personal injury caused by negligence;
 - 10.5.2. fraud or fraudulent misrepresentation; or
 - 10.5.3. any other losses which cannot be excluded or limited by Applicable Law.
- 10.6. This Clause 10 shall survive termination of the Contract.

11. Intellectual Property

- 11.1. All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by Us and shall remain our property unless agreed separately in writing.
- 11.2. You acknowledge that, in respect of any third party Intellectual Property Rights in the Goods or Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You or on You obtaining such rights themselves

12. Confidentiality

- 12.1. Each party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 12.2. This Clause 12 shall survive termination of the Contract.

13. Termination

- 13.1. **You may terminate the Contract by giving Us not less than 90 days written notice** not ending before the end of the Initial Term or subsequent Renewal Period subject to payment of the following:
 - 13.1.1. all arrears due under the Contract; and
 - 13.1.2. all sums due under this Contract as would be payable for the longer of either:
 - (a) the notice to terminate given under Clause 13.1 or
 - (b) until the end of the Initial Term or subsequent Renewal Period regardless of whether the Goods or Services have been supplied for that period.
- 13.2. **We may terminate the Contract by giving You not less than 21 days' notice.** You are liable to pay all sums due under the Contract for the period of notice given or until the end of the Initial Term or subsequent Renewal Period regardless of whether the Goods or Services have been supplied for that period.

- 13.3. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.3.1. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;
 - 13.3.2. the other party suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.3.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 13.3.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.3.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 13.3.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 21 days;
 - 13.3.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 13.3.8. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.3.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.3.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.2(b) to Clause 13.2(i) (inclusive);
 - 13.3.11. the other party suspends, threatens to suspend, ceases, or threatens to cease to carry on, all or substantially the whole of its business;
 - 13.3.12. the other party's financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 13.3.13. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.4. Without limiting its other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment.
- 13.5. Without limiting its other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between You and Us if You fail to pay any amount due under this Contract on the due date for payment,

You become subject to any of the events listed in Clause 13.2, or We reasonably believe that You are about to become subject to any of them.

- 13.6. Following termination, You must migrate or extract any data within 28 days of the effective termination. If the data is not extracted within the timescales in this clause 13.6, the data will be destroyed in accordance with our Privacy Policy: <https://linten.co.uk/privacy-policy/>.

14. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period either party may terminate the Contract by written notice to the other party.

15. General

15.1. Notices

- 15.1.1. Any notice given by a party under these Conditions shall: be in writing and in English; and be sent to the relevant party at the email addresses set out in the Contract.
- 15.1.2. Notices may be given by email provided they are sent:
- 15.1.2.1. To the Supplier: to support@linten.co.uk and you should only deem this as received when you receive an auto response message providing a ticket number acknowledging your email;
 - 15.1.2.2. To the Customer: to the primary contact with a copy to the primary billing contact we hold at the time (as you may update at any time by providing at least 5 working day's notice to us) and is deemed received when sent.
- 15.1.3. Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 15.1 and shall be effective:
- (a) on the date specified in the notice as being the date of such change; or
 - (b) if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 15.1.4. This clause does not apply to notices given in legal proceedings or arbitration.

15.2. Transfer or Assignment

- 15.2.1. We may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 15.2.2. You shall not, without the prior written consent of Us, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3. Severance

- 15.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the

relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2. If one party gives notice to the other of the possibility that any provision or part provision of this Contract is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4. Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5. No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6. Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7. Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

15.8. Governing law.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including noncontractual disputes or claims).

SCHEDULE 1

Definitions and interpretation

1. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in Clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 15.7.

Contract: the contract between the Supplier and You for the supply of Goods and/or Services in accordance with these Conditions and incorporating, the Proposal and the Subscribed Service Specifications.

Customer ('you', 'your'): the person or firm who purchases the Goods and/or Services from the Supplier.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning set out in Clause 5.1.

Flex Services: means the Services agreed to be provided (except for Services provided under our Subscribed Service) on a rolling 90 days retainer as further described in clause 3.5.

Force Majeure Event: any event or circumstance beyond the reasonable control of the affected party, which prevents or delays the performance of any of its obligations under this Agreement, including but not limited to:

- (a) Acts of God, such as earthquakes, floods, or other natural disasters;
- (b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- (c) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the affected party or its subcontractors;
- (e) Acts or threats of terrorism;
- (f) Expropriation, confiscation, or nationalisation of the affected party's assets by or under the order of any government or public authority.

For the avoidance of doubt, Force Majeure shall not include:

- (a) Financial distress or the inability of the affected party to make a profit or avoid a financial loss;
- (b) Changes in market prices or conditions;
- (c) Mechanical difficulties or failure of equipment;
- (d) Pandemics or epidemics.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans, schematics or drawings that are agreed in writing by You and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in getup, goodwill and the right to sue for passing off,

rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: Your order for the supply of Goods and/or Services, as set out in Your purchase order form, or Your written acceptance of the Supplier's Proposal, or overleaf, as the case may be.

Proposal: the detailed written offer submitted by the Supplier to You outlining the Services Specification, scope, timing, fees, payment terms, and any other terms and conditions specific to the Proposal.

Services: the services, including the Deliverables, supplied by the Supplier to You as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to You.

Supplier ('us', 'we', 'our'): Linten Technologies Ltd registered in England and Wales with company number: 06808124 and VAT Registration Number: GB973764571; or Prompt PC Limited registered in England and Wales with company number: 04592291 and VAT Registration Number: GB715113181 being the Company who supplies the goods to the Customer and with whom the Customer places their order.

Supplier Materials: has the meaning set out in Clause 8.1.7.

Subscribed Service: means each Service to which You subscribe as set out in the Proposal, including but without limitation to any third-party cloud services to which You has subscribed (and Subscribed Service shall refer to each respective Service separately).

Subscribed Service Specific Terms: means, in respect of each third-party cloud services, the specific additional terms relevant to that Subscribed Service (as updated from time to time) which are set out in Schedule 2 of these Conditions.

1.1. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) The Supplier and You are together the parties and each a party, and a reference to a party includes that party's successors and permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails.

SCHEDULE 2

Subscribed Service Specific Terms

[Microsoft Customer Agreement](#)

[.uk Domain Name Registrations Terms and Conditions](#)

If you require a copy of any other service specific terms and conditions or agreements, these can be requested by emailing support@linton.co.uk